

THE COUNTY COMMISSION OF LINCOLN COUNTY  
GREEN RESERVE PROJECT NOTE, SERIES 2012 A  
(WVCWSRF PROGRAM/GREEN RESERVE)

Closing Date: June 22, 2012

TRANSCRIPT OF PROCEEDINGS

<u>DESCRIPTION</u>	<u>INDEX NO.</u>
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The closing of the sale of The County Commission of Lincoln County Green Reserve Project Note, Series 2012 A (WVCWSRF Program/Green Reserve) will take place at the office of the West Virginia Water Development Authority in Charleston, West Virginia, at 10:00 a.m., prevailing time, on June 22, 2012. No transaction shall be deemed to have been completed and no documents shall be deemed to have been delivered unless or until all transactions are complete and all documents delivered.

State of West Virginia  
**WATER DEVELOPMENT AUTHORITY**  
 180 Association Drive, Charleston, WV 25311-1217  
 (304) 558-3612 - (304) 558-0299 (Fax)  
 Internet: [www.wvwda.org](http://www.wvwda.org) - Email: [contact@wvwda.org](mailto:contact@wvwda.org)

Date 6/21/12 Time 1:15 LGA Jackson Co (Green) Program CWSEF

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Sheila Miller	WDA	304-414-6500		smiller@wvwda.org
Samuel Lee	Jackson Kelly LLC	304-340-1318		syre@jacksonkelly.com
Rose Brodersen	WX DEP	304-926-0499 x1608		rosalie.m.brodersen@wv.gov
MARK E Kaufselt	WDA/Kaufselt & Kaufselt	304-345-1272	304-345-1280	MKAUFFELT@WVDSU.NET

The Authority requests that the following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name Charles McCann Telephone 304.824.7980 E-Mail CharlesMcCann@wvwda.org  
 Address P.O. Box 497, Hamlin, WV 25523

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the NonArbitrage Certificate (both of which are contained in the hand transcript) you are to provide annually to the WDA a rebate calculation certificate as an exhibit to the annual audit.

SRF – GREEN RESERVE  
(04/11)

GREEN RESERVE AGREEMENT

THIS WATER POLLUTION CONTROL REVOLVING FUND GREEN RESERVE AGREEMENT (the “Green Reserve Agreement”), made and entered into in several counterparts, by and among the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the “Authority”), the WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the “DEP”), and the local government or other eligible recipient designated below (the “Local Government”).

THE COUNTY COMMISSION OF LINCOLN COUNTY

(C-547800)

(Local Government)

W I T N E S S E T H:

WHEREAS, the United States Congress under Title VI of the federal Clean Water Act, as amended (the “Clean Water Act”), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining state water pollution control revolving funds for the planning, design, construction, acquisition and/or improvement of wastewater treatment facilities;

WHEREAS, the United States Congress has provided additional capitalization grant funding under the Clean Water Act for projects that address energy efficiency, water efficiency, green infrastructure and environmentally innovative processes as well as wastewater and stormwater treatment facilities (the “GREEN Project”);

WHEREAS, pursuant to the provisions of Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (the “Act”), the State of West Virginia (the “State”) has established a state water pollution control revolving fund program (the “Program”) to direct the distribution of loans to particular Local Governments pursuant to the Clean Water Act;

WHEREAS, under the Act the DEP is designated the instrumentality to enter into capitalization agreements with the United States Environmental Protection

Agency ("EPA") to accept capitalization grant awards (U.S. General Services Administration; Catalog of Federal Domestic Assistance, 32nd Edition § 66.458 (1998)) and DEP has been awarded capitalization grants to partially fund the Program;

WHEREAS, under the Act and under the direction of DEP, the Authority has established a permanent perpetual fund known as the "West Virginia Water Pollution Control Revolving Fund" (hereinafter the "Fund");

WHEREAS, pursuant to the Act, the Authority and DEP are empowered to make loans (the "Loans") from the Fund to local governments for the acquisition or construction of wastewater treatment projects by such local governments, all subject to such provisions and limitations as are contained in the Clean Water Act and the Act;

WHEREAS, the Local Government constitutes a local government as defined by the Act;

WHEREAS, the Local Government is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a wastewater treatment project and to finance the cost of acquisition and construction of the same by borrowing money to be evidenced by revenue bonds issued by the Local Government; and

WHEREAS, the Local Government intends to construct, is constructing or has constructed a Green Project;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Local Government, DEP and the Authority hereby agree as follows:

## ARTICLE I

1.1 The Local Government has submitted an application to DEP for the Green Project more specifically described in Exhibit A hereto.

1.2 The Green Project has been designated as a project eligible for the Green Project Reserve as approved by United States Environmental Protection Agency (the "USEPA").

1.3 The Local Government shall covenant and agree to the terms and conditions with respect to the Green Project as set forth on Exhibit B hereto.

1.4 DEP has instructed the Authority to make a forgivable loan to the Local Government with the financial terms and conditions set forth in Exhibit C hereto.

1.5 DEP shall advance the proceeds of the loan for costs incurred with respect to the Green Project only upon receipt of invoices approved by DEP.

## ARTICLE II

2.1 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this Green Reserve Agreement, in the application or in any other application or documentation with respect to financing the Green Project was at the time, and now is, true, correct and complete, and such information does not omit any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to the Authority's making the Loan and receiving the Local Notes, the Authority and DEP shall have the right to cancel all or any of their obligations under this Green Reserve Agreement if (a) any representation made to the Authority and DEP by the Local Government in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Local Government has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Act, the SRF Regulations or this Green Reserve Agreement.

2.2 If any provision of this Green Reserve Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Green Reserve Agreement, and this Green Reserve Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

2.3 This Green Reserve Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Green Reserve Agreement.

2.4 No waiver by any party of any term or condition of this Green Reserve Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Green Reserve Agreement.

2.5 This Green Reserve Agreement supersedes all prior negotiations, representations and agreements between the parties hereto relating to the Loan and constitutes the entire agreement between the parties hereto in respect thereof.

2.6 This Green Reserve Agreement shall terminate upon the earlier of:  
(i) written notice of termination to the Local Government from either the Authority or DEP; or (ii) (June 30, 2012), if the Green Project is not under construction.

IN WITNESS WHEREOF, the parties hereto have caused this Green Reserve Agreement to be executed by their respective duly authorized officers as of the date executed below by the Authority.

THE COUNTY COMMISSION OF LINCOLN COUNTY

(SEAL)

Attest:

By: Charles J. McCann  
Its: President  
Date: June 22, 2012

Myrl Lue  
Its: County Clerk

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION,  
DIVISION OF WATER AND WASTE MANAGEMENT

By: Scott G. Mandelke  
Its: Director  
Date: June 22, 2012

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

Attest:

By: [Signature]  
Its: Executive Director  
Date: June 22, 2012

Sheila A. Miller  
Its: Authorized Officer

{C1663756.1}

{C2325931.1}

## EXHIBIT A

### GREEN PROJECT DESCRIPTION

The Project consists of replacing failing septic systems in 23 homes in Left Fork with new NFS-40 systems.



## **EXHIBIT B**

### **TERMS AND CONDITIONS**

A. **PUBLIC RELEASE REQUIREMENT** – The Local Government agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, groundbreaking or project dedication program documents and other documents describing projects or programs funded in whole or in part with Federal money, (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. **AUDIT REQUIREMENT** (Supplement to Article IV 4.1 (b) (xi)) – Effective October 1, 2003, the Local Government that receives \$500,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Government.

C. [RESERVED]

D. [RESERVED]

E. **CONTRACTS** – The Local Government shall enter into contracts or commence construction by [June 22, 2012].

F. [RESERVED]

G. **LOBBYING** - The Local Government shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying and shall submit certification and disclosure forms as required by DEP.

H. **PURCHASING REQUIREMENTS** – The Local Government shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

I. **SUSPENSION AND DEBARMENT** – The Local Government shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). To the extent required by DEP, the Local Government shall provide certifications as to compliance.

J. **REPORTING** – The Local Government shall comply with all requests for data related to the use of the funds provided under this agreement when requested by DEP.

K. **INSPECTOR GENERAL REVIEWS** – The Local Government shall allow any appropriate representative of the Office of US Inspector General to (1) examine its records relating to the Project and this Green Reserve Agreement and (2) interview any officer or employee of the Local Government.

L. **FALSE CLAIMS** – The Local Government must promptly refer to EPA’s Inspector General any credible evidence that a principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Green Reserve Agreement.

M. **LIMIT ON FUNDS** – The Local Government shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

N. **WAGE RATES** – The Local Government shall require that all laborers and mechanics employed by its contractors and subcontractors be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 32 of title 40, United States Code. The Local Government must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements.

O. **[RESERVED]**

P. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)** – Pursuant to 40 CFR, Section 33.301, the Local Government agrees to make good faith efforts whenever procuring construction, equipment, services and supplies, and to require that prime contractors also comply. The Local Government shall provide DEP with DBE participation reports semi-annually.

Q. CIVIL RIGHTS – The Local Government shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. The Local Government shall also comply with Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

## EXHIBIT C

### DESCRIPTION OF LOCAL NOTES

**A. Series A Notes (Green Reserve)**

Principal Amount of Local Notes \$759,760

Purchase Price of Local Notes \$759,760

The Local Notes shall bear no interest. The Authority at the direction of the DEP shall forgive the principal amount of the Local Notes. The principal amounts advanced under the Series 2012 A Notes will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2012 A Notes shall be deemed no longer outstanding after the last advance is forgiven.

The Local Notes are fully registered in the name of the Authority.

The Local Government shall notify the Authority and the Council of any proposed bond indebtedness secured by the revenues of the System.

The Local Notes are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Local Entity: N/A.

Number of New Customers to Be Served: 23

Location: Left Fork area of Lincoln County

AT A REGULAR SESSION OF THE LINCOLN COUNTY COMMISSION OF LINCOLN COUNTY, WEST VIRGINIA, HELD AT THE COURTHOUSE THEREOF, ON THE 7<sup>th</sup> DAY OF JUNE, 2012 THE FOLLOWING ORDER WAS MADE AND ENTERED:

SUBJECT: APPROVAL OF FINANCING OF GREEN RESERVE PROJECT THROUGH THE CWSRF PROGRAM

THE FOLLOWING MOTION WAS OFFERED BY Thomas Ramey, COMMISSIONER:

THAT THE PRESIDENT OF THE COUNTY COMMISSION OF LINCOLN COUNTY IS HEREBY AUTHORIZED TO EXECUTE AND DELIVER THE ASSISTANCE AGREEMENT BETWEEN THE COUNTY COMMISSION, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY DATED JUNE 22, 2012;

THAT THE PROJECT DESCRIBED IN SUCH AGREEMENT AND THE CONSTRUCTION THEREOF IS HEREBY APPROVED;

THAT THE EXECUTION AND DELIVERY OF THE NOTE EVIDENCING THE FINANCING SET FORTH IN SUCH AGREEMENT IN THE AMOUNT OF \$759,760 IS HEREBY APPROVED;

THAT THE FIRST DRAW UNDER THE SERIES 2012 A NOTE IN THE AMOUNT OF \$37,988 IS HEREBY APPROVED;

THAT THE PREMIER BANK IS HEREBY AUTHORIZED TO SERVE AS THE DEPOSITORY BANK AND THE WEST VIRGINIA MUNICIPAL BOND COMMISSION IS HEREBY AUTHORIZED TO SERVE AS PAYING AGENT FOR THE SERIES 2012 A NOTE;

THAT IT IS HEREBY RECOGNIZED THAT THE PRINCIPAL OF THE SERIES 2012 A NOTE WILL BE FORGIVEN ON THE AMOUNTS ADVANCED AT THE END OF EACH FISCAL YEAR; AND

THAT THE PRESIDENT, CLERK AND STAFF OF THE COUNTY COMMISSION ARE HEREBY AUTHORIZED TO TAKE ALL ACTIONS NECESSARY TO COMPLETE THE CLOSING OF THE SERIES 2012 A NOTE AND THE COMMENCEMENT OF CONSTRUCTION OF THE PROJECT BY JUNE 30, 2012.

THE ADOPTION OF THE FOREGOING MOTION HAVING BEEN MOVED  
BY Thomas Ramey, COMMISSIONER AND DULY SECONDED

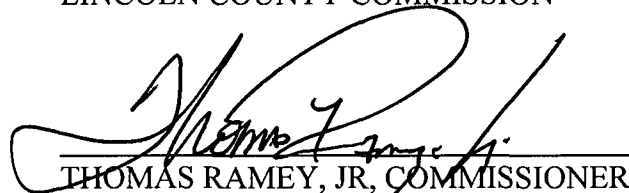
BY Charles Vance, COMMISSIONER, THE VOTE THEREON WAS AS FOLLOWS:

CHARLES S. MCCANN	COMMISSIONER	<u>X</u>
CHARLES VANCE	COMMISSIONER	<u>X</u>
THOMAS RAMEY, JR	COMMISSIONER	<u>X</u>

**WHEREUPON**, CHARLES MCCANN, PRESIDENT DECLARED SAID MOTION DULY ADOPTED, AND IT IS THEREFORE ADJUDGED AND ORDERED THAT SAID MOTION BE, AND THE SAME IS HEREBY ADOPTED.

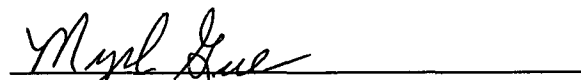
  
 CHARLES S. MCCANN, PRESIDENT  
 LINCOLN COUNTY COMMISSION

  
 CHARLES VANCE, COMMISSIONER  
 LINCOLN COUNTY COMMISSION

  
 THOMAS RAMEY, JR, COMMISSIONER  
 LINCOLN COUNTY COMMISSION

(SEAL)

ATTEST:

  
 COUNTY CLERK

**CERTIFICATE OF LIABILITY INSURANCE**

DATE 7/1/2011

 PRODUCER **WVCoRP**  
 308 MARKET STREET SE  
 SUITES 1&2  
 ROANOKE VA 24011

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

## COMPANIES AFFORDING COVERAGE

 INSURED **LINCOLN COUNTY**  
 P O Box 497  
 HAMLIN, WV 25523

 Company A **West Virginia Counties Group Self Insurance Risk Pool**  
 Company B  
 Company C  
 Company D

## COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS		
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owners & Contractors Prot <input type="checkbox"/>	WV-LI-022-12	7/1/2011	7/1/2012	General	\$	1,000,000
					Products- Comp/OP	\$	1,000,000
					Personal & ADV Injury	\$	1,000,000
					Each Occurrence	\$	1,000,000
					Fire Damage (Any one fire)	\$	100,000
					Med. Exp. (Any one person)	\$	0
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos	WV-LI-022-12	7/1/2011	7/1/2012	Combined Single Limit	\$	1,000,000
					Bodily Injury (Per person)	\$	
					Bodily Injury (Per accident)	\$	
					Property Damage	\$	
A	<b>LAW ENFORCEMENT LIABILITY</b>	WV-LI-022-12	7/1/2011	7/1/2012	Each Wrongful Act	\$	1,000,000
					Deductible	\$	5,000
A	<b>PUBLIC OFFICIALS LIABILITY INCLUDING EMPLOYMENT PRACTICES LIABILITY</b>	WV-LI-022-12	7/1/2011	7/1/2012	Each Loss	\$	1,000,000
					Annual Aggregate	\$	1,000,000
					Deductible	\$	5,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  Proprietor/Partners <input type="checkbox"/> Incl /Executive <input type="checkbox"/> Officers Are: <input type="checkbox"/> Excl				<input type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> Other	
					EL Each Accident	\$	
					EL Disease-Policy Limit	\$	
					EL Disease-Each Emp.	\$	
A	<b>OTHER</b>						
A	<b>Property</b>	WV-LI-022-12	7/1/2011	7/1/2012	\$2,500 Deductible/Blanket per schedule on file		
A	<b>Auto Physical Damage</b>	WV-LI-022-12	7/1/2011	7/1/2012	\$1,000 Deductible Comprehensive & Collision		
A	<b>Crime</b>	WV-LI-022-12	7/1/2011	7/1/2012	\$250,000 Blanket, \$250 Deductible		
A	<b>Boiler &amp; Machinery</b>	WV-LI-022-12	7/1/2011	7/1/2012	\$1,000 Deductible/Blanket per schedule on file		

Description of Operations/Locations/Vehicles/Special Items:

## CERTIFICATE HOLDER

 LINCOLN COUNTY  
 P O Box 497  
 HAMLIN, WV 25571

## CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Carol Jordan



SPECIMEN

UNITED STATES OF AMERICA  
THE COUNTY COMMISSION OF LINCOLN COUNTY  
GREEN RESERVE PROJECT NOTE,  
SERIES 2012 A (WEST VIRGINIA CWSRF PROGRAM/GREEN RESERVE)

No. AR-1

\$759,760

KNOW ALL MEN BY THESE PRESENTS: That THE COUNTY COMMISSION OF LINCOLN COUNTY, a county commission and political subdivision of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of SEVEN HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$759,760), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The principal amounts advanced under the Series 2012 A Notes will be deemed forgiven on the 30<sup>th</sup> day of June in the fiscal year in which advanced. The Series 2012 A Notes shall be deemed no longer outstanding after the last advance is forgiven.

This Note shall bear no interest.

This Note is issued to pay the costs of the installation of onsite wastewater treatment systems (the "Project"). This Note is issued under an Order duly adopted by the Issuer on June 7, 2012 (the "Order") and the Green Reserve Agreement by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP"), dated June 22, 2012, and is subject to all the terms and conditions thereof.

This Note, under the provision of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.



AR-1

# SPECIMEN

All money received from the sale of this Note, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Green Reserve Agreement, shall be applied solely to payment of the costs of the Project and costs of issuance hereof as described in the Green Reserve Agreement, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owner of this Note.

## AR-1 SPECIMEN

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Revenues of the Project has been pledged for the prompt payment of the principal on this Note.

All provisions of the Order, Green Reserve Agreement, resolutions and statutes under which this Note is issued shall be deemed to be a part of the contract evidenced by this Note to the same extent as if written fully herein.

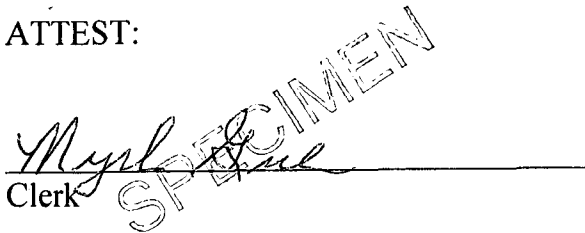
AR-1

IN WITNESS WHEREOF, THE COUNTY COMMISSION OF LINCOLN COUNTY has caused this Note to be signed by its President and its corporate seal to be hereunto affixed and attested by its Clerk, and has caused this Note to be dated June 22, 2012.

[SEAL]

  
President

ATTEST:

  
Clerk

AR-1

EXHIBIT A

RECORD OF ADVANCES

SPECIMEN

AMOUNT   DATE

AMOUNT   DATE

(1)	\$37,988	(19)	\$
(2)	\$	(20)	\$
(3)	\$	(21)	\$
(4)	\$	(22)	\$
(5)	\$	(23)	\$
(6)	\$	(24)	\$
(7)	\$	(25)	\$
(8)	\$	(26)	\$
(9)	\$	(27)	\$
(10)	\$	(28)	\$
(11)	\$	(29)	\$
(12)	\$	(30)	\$
(13)	\$	(31)	\$
(14)	\$	(32)	\$
(15)	\$	(33)	\$
(16)	\$	(34)	\$
(17)	\$	(35)	\$
(18)	\$	(36)	\$

TOTAL   \$

AR-1

(Form of)

ASSIGNMENT

SPECIMEN

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers  
unto \_\_\_\_\_  
the within Note and does hereby irrevocably constitute and appoint  
\_\_\_\_\_, Attorney to transfer the said  
Note on the books kept for registration of the within Note of the said Issuer with full  
power of substitution in the premises.

Dated: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
In the presence of:

\_\_\_\_\_

# DEP PAYMENT REQUISITION FORM

Rev 04/07/09

1. LOAN RECIPIENT/VENDOR:

2. 544 or C-547 # C-547800

NAME: Lincoln County Commission

3. INVOICE NUMBER: #1

ADDRESS: PO Box 497

4. PERIOD COVERED BY THIS REQUEST (MO/DAY/YR)

Hamlin, WV 25523

FROM: (MO/DAY/YR)

TO: (MO/DAY/YR)

FEIN: 55-6000340

1/1/2012

5/24/2012

DUNS: 04-9733421

5. % of PHYSICAL CONSTRUCTION COMPLETION

0%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY	
					SRF	ARRA
1) CONSTRUCTION	\$575,800		\$ 24,374	\$ 24,374		
2) Technical Services	\$ 2,000					
3) LEGAL & FISCAL & ADM						
a. Legal - Project Sign	\$ 620					
c. Project Coordinator	\$ 108,600		\$ 13,077	\$ 13,077		
4) SUPPLIES & TESTING						
a. Supplies	\$ 14,000		\$ 322	\$ 322		
b. Testing	\$ 4,100		\$ 215	\$ 215		
5) a. Permits	\$ 5,850					
6) Future Change Orders	\$ 20,000					
7) Const Contingency	\$ 28,790					
8) Total Project Cost	\$ 759,760	\$ -	\$ 37,988	\$ 37,988		
9) LESS PREVIOUSLY PAID				\$ -		
10) INVOICE AMOUNT				\$ 37,988		

11) <u>Charles S. McCann</u> 5/24/2012	12) <u>Ric MacDowell</u> 5/24/2012
AUTHORIZED SIGNATURE DATE	PERSON PREPARING FORM SIGNATURE DATE
Charles S. McCann, President Lincoln Co Commission	Ric MacDowell, Project Director
TYPED OR PRINTED NAME AND TITLE	TYPED OR PRINTED NAME AND TITLE

AGENCY USE ONLY:

THIS REQUEST APPROVED BY: <b>WV DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>	
PROJECT REVIEWER	AUTHORIZED OFFICER
DATE	DATE

**WEST VIRGINIA MUNICIPAL BOND COMMISSION**

1207 Quarrier Street, Suite 401

Charleston, WV 25301

(304) 558-3971

**NEW ISSUE REPORT FORM**

Date of Report: June 22, 2012

ISSUE: The County Commission of Lincoln County Green Reserve Project Note, Series 2012 A  
(WVCWSRF Program/Green Reserve)ADDRESS: Lincoln County Courthouse, P.O. Box 497, Hamlin, WV 25523 COUNTY: LincolnPURPOSE OF ISSUE: New Money X  
Refunding \_\_\_\_\_ Refunds issue(s) dated: \_\_\_\_\_ISSUE DATE: June 22, 2012 CLOSING DATE: June 22, 2012ISSUE AMOUNT: \$759,760 RATE: 0% /Principal Forgiveness1st DEBT SERVICE DUE: N/A 1st PRINCIPAL DUE: Principal Forgiveness1st DEBT SERVICE AMOUNT: N/A PAYING AGENT: Municipal Bond CommissionBOND COUNSEL: None UNDERWRITERS COUNSEL: Jackson Kelly PLLC  
Contact Person: \_\_\_\_\_ Contact Person: Samme L. Gee, Esquire  
Phone: \_\_\_\_\_ Phone: (304) 340-1318CLOSING BANK: Premier Bank ESCROW TRUSTEE: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_KNOWLEDGEABLE ISSUER CONTACT: OTHER: WV Dept. of Environmental Protection  
Contact Person: Charles McCann Contact Person: Rosalie Brodersen  
Position: President Function: Program Manager  
Phone: (304) 824-7990 ext 222 Phone: (304) 926-0449 ext 1608  
E-Mail: charlesmccann@lincolncountywv.orgDEPOSITS TO MBC AT CLOSE: \_\_\_\_\_ Accrued Interest: \$ \_\_\_\_\_  
\_\_\_\_\_ Capitalized Interest: \$ \_\_\_\_\_  
By \_\_\_\_\_ Wire \_\_\_\_\_ Reserve Account: \$ \_\_\_\_\_  
\_\_\_\_\_ Check \_\_\_\_\_ Other: \$ \_\_\_\_\_REFUNDS & TRANSFERS BY MBC AT CLOSE:  
By \_\_\_\_\_ Wire \_\_\_\_\_ To Escrow Trustee: \$ \_\_\_\_\_  
\_\_\_\_\_ Check \_\_\_\_\_ To Issuer: \$ \_\_\_\_\_  
\_\_\_\_\_ IGT \_\_\_\_\_ To Cons.Invest.Fund \$ \_\_\_\_\_  
\_\_\_\_\_ To Other: \$ \_\_\_\_\_NOTES: 100% principal forgiveness – no DSRF.**FOR MUNICIPAL BOND COMMISSION USE ONLY:**

Documents Required: \_\_\_\_\_

Transfers Required: \_\_\_\_\_



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west virginia department of environmental protection

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Division of Water and Waste Management  
601 57<sup>th</sup> Street SE  
Charleston, WV 25304  
Phone: (304) 926-0495  
Fax: (304) 926-0496

Earl Ray Tomblin, Governor  
Randy C. Huffman, Cabinet Secretary  
dep.wv.gov

June 13, 2012

Mr. Charles S. McCann, President  
Lincoln County Commission  
P.O. Box 497  
Hamlin, WV 25523

RE: Lincoln County Commission  
C-547800  
West Fork Watershed – Phase IV

Dear Mr. McCann:

The 1<sup>st</sup> loan reimbursement request in the amount of \$37,988.00 has been approved by this office. These funds will be wired to your projects Account at Premier Bank for the bond closing on June 22, 2012. The pre-closing will be held on June 21<sup>st</sup> at the Water Development Authority's office at 180 Association Drive, Charleston, WV 25311 (Northgate Business Park off Greenbrier Street).

We are enclosing the RF-91 payment request form that was processed by our office.

Should you have any questions regarding this payment please contact John Tingley at 304/926-0499 ext. 1603 or at [John.L.Tingley@wv.gov](mailto:John.L.Tingley@wv.gov).

Sincerely,

Rosalie M. Brodersen  
Management Section Manager  
Clean Water SRF Program

Enclosure

cc: Mr. Chris Jarrett, Water Development Authority  
Ms. Samme Gee, Esq., Jackson Kelly  
Ric MacDowell, Project Coordinator

Promoting a healthy environment.



# DEP PAYMENT REQUISITION FORM

Rev 04/07/09

1. LOAN RECIPIENT/VENDOR:

2. 544 or C-547 # C-547800

NAME: Lincoln County Commission

3. INVOICE NUMBER: #1

ADDRESS: PO Box 497

4. PERIOD COVERED BY THIS REQUEST (MO/DAY/YR)

Hamlin, WV 25523

FROM: (MO/DAY/YR)

TO: (MO/DAY/YR)

FEIN: 55-6000340

1/1/2012

5/24/2012

DUNS: 04-9733421

5. % of PHYSICAL CONSTRUCTION COMPLETION

0%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY	
					SRF	ARRA
1) CONSTRUCTION	\$575,800		\$ 24,374	\$ 24,374	24,374	
2) Technical Services	\$ 2,000					
3) LEGAL & FISCAL & ADM						
a. Legal - Project Sign	\$ 620					
c. Project Coordinator	\$ 108,600		\$ 13,077	\$ 13,077	13,077	
4 SUPPLIES & TESTING						
a. Supplies	\$ 14,000		\$ 322	\$ 322	322	
b. Testing	\$ 4,100		\$ 215	\$ 215	215	
5) a. Permits	\$ 5,850					
6) Future Change Orders	\$ 20,000					
7) Const Contingency	\$ 28,790					
8) Total Project Cost	\$ 759,760	\$ -	\$ 37,988	\$ 37,988	37,988	
12) LESS PREVIOUSLY PAID				\$ -		
13) INVOICE AMOUNT				\$ 37,988	37,988	

14) <u>Charles S. McCann</u> 5/24/2012 AUTHORIZED SIGNATURE DATE Charles S. McCann, President Lincoln Co Commission TYPED OR PRINTED NAME AND TITLE	15) <u>Ric MacDowell</u> 5/24/2012 PERSON PREPARING FORM SIGNATURE DATE Ric MacDowell, Project Director TYPED OR PRINTED NAME AND TITLE
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## AGENCY USE ONLY:

THIS REQUEST APPROVED BY: <u>John D. Simpson</u> PROJECT REVIEWER	5/31/12 DATE	WV DEPARTMENT OF ENVIRONMENTAL PROTECTION <u>R. Braden</u> AUTHORIZED OFFICER	6/11/12 DATE
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The items listed hereon conform to specification, were received and are approved for payment>

date:

5/31/12

Signed:

*Wm J. Ringley*

Commit #	SA PO#	PO#	SWC NAME:
C 376 733		OE #	SCO#
Class #:	Lease #	FEIN#/SSN#	OFF APP DATE:
		556 000 340	6/11/12
		FIMS VENDOR #:	105 587

	FUND	FY	ORG	ACT	OBJ CODE	PROJ #	AMOUNT
128	3329	12	9457	099	128	12480	31,644
MATCH 083	3329	12	9457	099	083	12480	6,344
REPAY 083	3329		9455	099	083		

37,988

**INSTRUCTIONS:**

**PAYMENT DATA**

ATTACH ALL COPIES OF PROJECT INVOICES WHICH DOCUMENT THIS SPECIFIC PAYMENT REQUEST.

**ITEM ENTRY**

1. PROVIDE THE LEGAL NAME OF THE RECIPIENT ORGANIZATION, MAILING ADDRESS, FEIN NUMBER, AND DUNS NUMBER.
2. FILL IN PROJECT NUMBER ASSIGNED BY THE SRF PROGRAM.
3. INVOICE NUMBERS SHOULD BE IN SEQUENTIAL ORDER BEGINNING WITH REQUEST #1.
4. THIS SHOULD REFLECT THE TIME FRAME COSTS COVERED BY PAYMENT REQUISITION.
5. THE PERCENTAGE OF PHYSICAL CONSTRUCTION COMPLETED, INCLUDING STORED MATERIALS.

**CLASSIFICATION**

**COLUMNS ENTRY**

- A SHOW THE SRF APPROVED BUDGET BY LINE ITEM.
- B SHOW THE CUMULATIVE TOTAL COST PREVIOUSLY APPROVED FOR REIMBURSEMENT.  
(THIS WILL BE COLUMN E OF THE PRIOR INVOICE)
- C SHOW AMOUNT REQUESTED FOR THIS REIMBURSEMENT REQUEST  
(COST INCURRED SINCE LAST INVOICE)
- D THE SUM OF COLUMNS B & C.
- E **STATE AGENCY USE ONLY - DO NOT COMPLETE**

LINES 12 + 13

**DO NOT COMPLETE**

**SIGNATURE BLOCK**

**ITEM ENTRY**

14. THE AUTHORIZED REPRESENTATIVE MUST SIGN AND DATE THREE ORIGINAL FORMS OF EACH PAYMENT REQUEST. THE INVOICE DATE CAN BE NO SOONER THAN THE LAST DAY OF THE PERIOD COVERED. (BLOCK 4)
15. THE PERSON WHO PREPARES THE PAYMENT REQUEST MUST SIGN AND DATE THREE ORIGINAL FORMS.

SUBMIT PAYMENT REQUEST FORM IN TRIPLICATE  
AND ONE SET OF INVOICES TO  
DEP, DIVISION OF WATER & WASTE MANAGEMENT  
STATE REVOLVING FUND PROGRAM  
601 57TH STREET, S.E.  
CHARLESTON, WV 25304-2345  
ATTN: ROSALIE BRODERSEN

# SCHEDULE A--TOTAL PROJECT

Lincoln County Commission ~ Green Wastewater Phase 4

DEP CWSRF C-547800

## COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING

A. Cost of Project	Total	DEP CWSRF (%, yrs)	CW Principal Forgiveness	TOTAL
1. Construction				
a. Contract 1	\$ 334,000.00		\$ 334,000.00	\$ 334,000.00
b. Contract 2	\$ 27,000.00		\$ 27,000.00	\$ 27,000.00
c. Contract 3	\$ 17,600.00		\$ 17,600.00	\$ 17,600.00
d. Contract 4	\$ 19,800.00		\$ 19,800.00	\$ 19,800.00
e. Contract 5	\$ 177,400.00		\$ 177,400.00	\$ 177,400.00
subtotal	\$ 575,800.00	\$ -	\$ 575,800.00	\$ 575,800.00
2. Technical Services	\$ 2,000.00		\$ 2,000.00	\$ 2,000.00
3. Legal & Fiscal & Adm				
a. Legal -Project Sign	\$ 620.00		\$ 620.00	\$ 620.00
c. Project Coordinator	\$ 108,600.00		\$ 108,600.00	\$ 108,600.00
4. Supplies & Testing				
a. Supplies	\$ 14,000.00		\$ 14,000.00	\$ 14,000.00
b. Testing	\$ 4,100.00		\$ 4,100.00	\$ 4,100.00
Miscellaneous				
5. a. Permits	\$ 5,850.00		\$ 5,850.00	\$ 5,850.00
6. Future Change orders	\$ 20,000.00		\$ 20,000.00	\$ 20,000.00
7. Construction Contingency	\$ 28,790.00		\$ 28,790.00	\$ 28,790.00
8. Total of Lines 1 through 7	\$ 759,760.00	\$ -	\$ 759,760.00	\$ 759,760.00
B. Capitalized Interest				\$ -
9. Other Costs				\$ -
10 a. Bond Counsel				\$ -
b. Bank Registrar Fee				\$ -
c. Funded Reserve				\$ -
d. Accountant				\$ -
Total Cost of Financing	\$ -	\$ -	\$ -	\$ -
11. Total Project Cost (line 8 plus line 11)	\$ 759,760.00	\$ -	\$ 759,760.00	\$ 759,760.00
12.				
C. Sources of Funds				
13. Federal Grants				\$ -
14. State Grants				\$ -
15. Other Grants				\$ -
15. SRF Principle Forgiveness	\$ 759,760.00			\$ 759,760.00
16 Total of Sources	\$ 759,760.00			\$ 759,760.00
16. Size of Bond Issue	\$ -	\$ -	\$ 759,760.00	\$ -
17.				

Signature of Authorized Representative

Date

Signature of Project Coordinator

Date

THE COUNTY COMMISSION OF LINCOLN COUNTY  
GREEN RESERVE PROJECT NOTE, SERIES 2012 A  
(WVCWSRF PROGRAM/GREEN RESERVE)

RECEIPT FOR NOTES

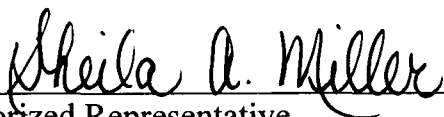
The undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, hereby certifies as follows:

1. On the 22<sup>nd</sup> day of June, 2012, in Charleston, West Virginia, the Authority received the entire original issue of \$759,760 in aggregate principal amount of the Green Reserve Project Note, Series 2012 A (WVCWSRF Program/Green Reserve), of The County Commission of Lincoln County (the "Issuer"), dated June 22, 2012, numbered AR-1 (the "Note").

2. At the time of such receipt of the Note, it had been executed by the President of the Issuer and the seal had been placed on the Note and attested to by the County Clerk.

WITNESS my signature on this 22<sup>nd</sup> day of June, 2012.

WEST VIRGINIA WATER DEVELOPMENT  
AUTHORITY

  
\_\_\_\_\_  
Authorized Representative

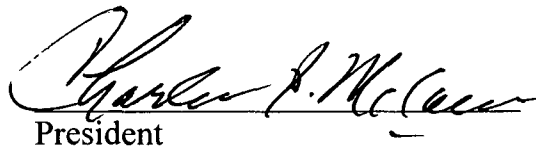
THE COUNTY COMMISSION OF LINCOLN COUNTY  
GREEN RESERVE PROJECT NOTE, SERIES 2012 A  
(WVCWSRF PROGRAM/GREEN RESERVE)

RECEIPT FOR NOTE PROCEEDS

On this 22<sup>nd</sup> day of June, 2012, the undersigned President of The County Commission of Lincoln County (the "Issuer"), for and on behalf of the Issuer, hereby certifies that the Issuer has received on the date hereof from the West Virginia Department of Environmental Protection (the "DEP"), the sum of \$37,988, being the first advance on the Green Reserve Project Note, Series 2012 A (WVCWSRF Program/Green Reserve), dated the date hereof (the "Note"). The Issuer understands that the remaining proceeds of the Note will be advanced to the Issuer by the DEP from time to time as construction progresses.

WITNESS my signature as of the date first written above.

THE COUNTY COMMISSION OF  
LINCOLN COUNTY

  
President

## DEP PAYMENT REQUISITION FORM

Rev 04/07/09

1. LOAN RECIPIENT/VENDOR:

2. 544 or C-547 # C-547800

NAME: Lincoln County Commission

3. INVOICE NUMBER: #1

ADDRESS: PO Box 497

4. PERIOD COVERED BY THIS REQUEST (MO/DAY/YR)

Hamlin, WV 25523

FROM: (MO/DAY/YR)

TO: (MO/DAY/YR)

FEIN: 55-6000340

1/1/2012

5/24/2012

DUNS: 04-9733421

5. % of PHYSICAL CONSTRUCTION COMPLETION

0%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY	
					SRF	ARRA
1) CONSTRUCTION	\$575,800		\$ 24,374	\$ 24,374	24,374	
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6) Future Change Orders	\$ 20,000					
7) Const Contingency	\$ 28,790					
8) Total Project Cost	\$ 759,760	\$ -	\$ 37,988	\$ 37,988	37,988	
12) LESS PREVIOUSLY PAID				\$ -	0	
13) INVOICE AMOUNT				\$	37,988	

14) Charles S. McCann 5/24/2012  
 AUTHORIZED SIGNATURE DATE

Charles S. McCann, President Lincoln Co Commission

TYPED OR PRINTED NAME AND TITLE

15) Ric MacDowell 5/24/2012  
 PERSON PREPARING FORM SIGNATURE DATE

Ric MacDowell, Project Director

TYPED OR PRINTED NAME AND TITLE

## AGENCY USE ONLY:

THIS REQUEST APPROVED BY:

WV DEPARTMENT OF ENVIRONMENTAL PROTECTION

PROJECT REVIEWER

DATE

AUTHORIZED OFFICER

DATE

OFFICE OF THE PROSECUTING ATTORNEY  
OF LINCOLN COUNTY

LINCOLN COUNTY COURTHOUSE  
POST OFFICE BOX 685  
HAMLIN, WEST VIRGINIA 25523-0685  
TELEPHONE: (304) 824-7990 Ext. 240  
FAX: (304) 824-7310

W.J. STEVENS, II  
PROSECUTING ATTORNEY

JAMES W. GABEHART  
ASST. PROSECUTING ATTORNEY

June 22, 2012

The County Commission of Lincoln County  
Hamlin, WV 25571

West Virginia Department of Environmental Protection  
601 57th Street  
Charleston WV 25304

West Virginia Water Development Authority  
180 Association Drive  
Charleston, WV 25311

Re: The County Commission of Lincoln County  
Green Reserve Project Note, Series 2012 A  
(WVCWSRF Program/Green Reserve)

Ladies and Gentlemen:

I am counsel to The County Commission of Lincoln County (the "Issuer"). As such counsel, I have examined the Green Reserve agreement for the above-captioned notes of the Issuer (the "Notes"), dated June 22, 2012, including all schedules and exhibits attached thereto (the "Green Reserve Agreements"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and an Order duly adopted by the Issuer on June 7, 2012, (the "Order"), relating to the Notes, and other documents relating to the Notes. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Green Reserve Agreement and the Order when used herein.

I am of the opinion that:

1. The Issuer is a duly organized and presently existing county commission and political subdivision of the State of West Virginia (the "State"), with full

power and authority to acquire and construct the Project and to adopt the Order, under the laws of the State and other applicable provisions of law.

2. The Green Reserve Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the DEP and the Authority, constitutes valid and binding agreements of the Issuer, enforceable in accordance with the terms.

3. The President, Clerk and members of the Issuer have been duly, lawfully and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.

4. The Order has been duly adopted and enacted by the Issuer and is in full force and effect.

5. The execution and delivery of the Notes and the Green Reserve Agreement and the consummation of the transactions contemplated by the Notes, the Green Reserve Agreement and the Order, and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach or default under any ordinance, resolution, order, agreement, document or instrument to which the Issuer is a party or by which the Issuer or its properties are bound or any existing law, regulation, rule, order or decree to which the Issuer is subject.

6. The Issuer has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Issuer, the issuance of the Notes, the acquisition and construction of the Project, including, without limitation, all requisite orders, consents, certificates and approvals from the DEP.

7. To the best of my knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Green Reserve Agreement, the Notes and the Order, the acquisition and construction of the Project, or the validity of the Notes, or the pledge of the Revenues from the Project for the payment of the Notes.

8. All successful bidders have made the required provisions for all insurance and payment and performance bonds and such insurance policies or binders



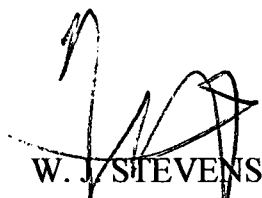
The County Commission of Lincoln County  
West Virginia Department of Environmental Protection  
West Virginia Water Development Authority  
June 22, 2012  
Page 3

and such bonds have been verified for accuracy. Based upon my review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, I am of the opinion that such surety bonds and policies: (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interest of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of State Law, the Order and the Green Reserve Agreement; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

9. The contracts contain language requiring the contractors to provide affidavits from all contractors and subcontractors indicating that each contractor and subcontractor have a drug free workplace policy pursuant to Chapter 21, Article 1D of the West Virginia Code of 1931, as amended. The contractor has submitted a plan to implement the drug free workplace policy prior to the awarding of the contract pursuant to Chapter 21, Article 1D of the West Virginia Code of 1931, as amended.

All counsel to this transaction may rely upon this opinion as if specifically addressed to them.

Very truly yours,



W. J. STEVENS, II  
Prosecuting Attorney

OFFICE OF THE PROSECUTING ATTORNEY  
OF LINCOLN COUNTY

LINCOLN COUNTY COURTHOUSE  
POST OFFICE BOX 685  
HAMLIN, WEST VIRGINIA 25523-0685  
TELEPHONE: (304) 824-7990 Ext. 240  
FAX: (304) 824-7310

W.J. STEVENS, II  
PROSECUTING ATTORNEY

JAMES W. GABEHART  
ASST. PROSECUTING ATTORNEY

June 22, 2012

The County Commission of Lincoln County  
Hamlin, West Virginia 25571

West Virginia Department of Environmental Protection  
601 57th Street  
Charleston WV 25304

West Virginia Water Development Authority  
180 Association Drive  
Charleston, West Virginia 25311

Re: Final Title Opinion for The County Commission of Lincoln County

Ladies and Gentlemen:

I have represented The County Commission of Lincoln County (the "Issuer") in connection with a proposed project to install individual onsite wastewater treatment systems (the "Project"). I provide this final title opinion on behalf of the Issuer to satisfy the requirements of the West Virginia Department of Environmental Protection (the "DEP") for the Project. Please be advised of the following:

1. I am of the opinion that the Issuer is a duly created and presently existing county commission and public corporation possessed with all the powers and authority granted to public corporations under the laws of the State of West Virginia to install and maintain the Project as approved by the DEP.

2. The Issuer has obtained all necessary permits and approvals for the construction of the Project.

3. I have investigated and ascertained the location of, and I am familiar with the legal description of, the necessary sites, including easements and/or rights of way, required for installation of the Project.

The County Commission of Lincoln County  
West Virginia Department of Environmental Protection  
West Virginia Water Development Authority  
June 22, 2012  
Page 2

4. I have examined the records on file in the Office of the Clerk of the County Commission of Lincoln County, West Virginia, the county in which the Project is to be located, and, in my opinion, the Issuer has acquired legal title or such other estate or interest in all of the necessary site components for the Project, including all easements and/or rights of way, sufficient to assure undisturbed use and possession for the purpose of installation of the Project.

5. All deeds, easements and rights of way which have been acquired to date by the Issuer have been duly recorded in the Office of the Clerk of the County Commission of Lincoln County to protect the legal title to and interest of the Issuer.

Very truly yours,

A handwritten signature in black ink, appearing to read 'W. J. Stevens, II', written over a horizontal line.

W. J. STEVENS, II  
Prosecuting Attorney